Procter & Gamble v. *U. S.*, 225 U. S. 282, 297. And the Panama Canal Act has expressly declared that the Commission's finding on the question of competition shall be final. 37 STAT. AT LARGE, 566. Congress has thus put beyond a court's review the decision of a body of experts on this involved technical subject. But the complainant's case must also fall on another ground. The district courts have been given the power vested in the recently abolished Commerce Court to "enjoin, set aside, annul or suspend" the Commission's orders. 38 STAT. AT LARGE, 219; 36 STAT. AT LARGE, 539. By judicial interpretation this power to review has been limited in this class of cases to orders made to a carrier that it act affirmatively. *Procter & Gamble* v. *U. S.*, *supra*. Any other interpretation, which would give the district courts by an exercise of original action the power to enforce their conceptions as to the meaning of the Act on subjects in their nature administrative, would greatly tend to nullify the benefits derived from the existence of the Commission as a permanent body for investigation and administration. The order in the principal case is clearly negative, since with or without it the railroad must cease to run boats or else pay the penalty provided by Congress.

INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — REGULATION OF RATES — ELIMINATION OF WATER COMPETITION BY NATURAL CAUSES. — Certain railroads on applications to the Interstate Commerce Commission were allowed to reduce coast to coast rates below those to intermediate points, so as to meet water competition through the Panama Canal. Slides for several months had stopped traffic through the canal. Because of the greater profit in foreign commerce it was apparent that this traffic would not be resumed for several months. Section 4 of the Interstate Commerce Act provides in part that when a railroad shall reduce its rates in competition with a water carrier, it shall not be permitted to increase them except on grounds other than the elimination of water competition. The shippers of intermediate points seek to have the former applications reopened for further consideration and readjustment. *Held*, that the application will be reopened. *In the Matter of Reopening Fourth Section Applications*, 40 Int. Com. Rep. 35.

For a discussion of the principles involved in the decision, see NOTES, p. 276.

LIBEL — PUBLICATION — DOES AN INTERCEPTED LETTER CREATE LIABILITY FOR PUBLICATION. — The defendant sent a letter to a friend containing statements defamatory of the plaintiff. The friend never saw the letter, but his father opened and read it. The plaintiff sues for this publication. *Held*, that the defendant is not liable. *Powell* v. *Gelston*, [1916] 2 K. B. 615.

Upon publication of a libel, the liability of the publisher as regards the falsity of the words, their reference to the injured party, and their defamatory content, would seem to be absolute. *Hulton* v. *Jones*, [1910] A. C. 20; *Campbell* v. *Spottiswoode*, 3 B. & S. 769. See *Neville* v. *Fine Arts, etc. Co.*, [1895] 2 Q. B. 156, 168. *Contra, Hanson* v. *Globe Newspaper Co.*, 159 Mass. 293, 34 N. E. 462; *Jones* v. *Polk & Co.*, 190 Ala. 243, 67 So. 577. See 29 HARV. L. REV. 533. But as regards the publication itself of the libel, an element of fault appears to be necessary to create liability. See *The King* v. *Paine*, 5 Mod. 163, 167. The defendant is liable if the writing came into circulation through his negligence or failure to take proper precautions to prevent it. *Vitzetelly* v. *Mundie's Co.*, [1900] 2 Q. B. 170; *Thorley* v. *Lord Kerry*, 4 Taunt. 355. *A fortiori*, an intended publication creates liability. But in the principal case the intended publication never took place, and negligence seems not to have been present, since the opening of the letter by the father could not have been foreseen. In the criminal law the intent to produce one result will create responsibility for another proximately caused, though unintended. *Gore's Case*, 9 Co. 81 *a*. But that is not the theory of the law in civil actions. Perhaps, however, the neces-